

Please type a plus sign (+) inside this box → ☐

PTO/SB/01 (10-00)

Approved for use through 10/31/2002. OMB 0651-0032

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

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**DECLARATION FOR UTILITY OR
DESIGN
PATENT APPLICATION
(37 CFR 1.63)**

☒ Declaration Submitted with Initial Filing OR ☐ Declaration Submitted after Initial Filing (surcharge (37 CFR 1.16 (e)) required)

Attorney Docket Number 100802.000001

First Named Inventor Prell

COMPLETE IF KNOWN

Application Number /

Filing Date

Group Art Unit

Examiner Name

As a below named inventor, I hereby declare that:

My residence, mailing address, and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

METHOD FOR MANAGING THE SIMULTANEOUS UTILIZATION OF DIVERSE
REAL-TIME COLLABORATIVE SOFTWARE APPLICATIONS

(Title of the Invention)

the specification of which

☒ is attached hereto

OR

☐ was filed on (MM/DD/YYYY)

as United States Application Number or PCT International

Application Number

and was amended on (MM/DD/YYYY)

(if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or 365(b) of any foreign application(s) for patent or inventor's certificate, or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or any PCT international application having a filing date before that of the application on which priority is claimed.

| Prior Foreign Application Number(s) | Country | Foreign Filing Date (MM/DD/YYYY) | Priority Not Claimed | Certified Copy Attached? | |
|-------------------------------------|---------|----------------------------------|--------------------------|--------------------------|--------------------------|
| | | | | YES | NO |
| | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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☐ Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto:

I hereby claim the benefit under 35 U.S.C. 119(e) of any United States provisional application(s) listed below.

| Application Number(s) | Filing Date (MM/DD/YYYY) | <input type="checkbox"/> Additional provisional application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto. |
|-----------------------|--------------------------|--|
| 60/196,021 | 04/07/2000 | |

[Page 1 of 2]

Burden Hour Statement: This form is estimated to take 21 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231

Please type a plus sign (+) inside this box → ☐

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DECLARATION — Utility or Design Patent Application

Direct all correspondence to:



Customer Number
or Bar Code Label



OR ☐

Correspondence address below

23828

Name

PATENT TRADEMARK OFFICE

Address

Address

City

State

ZIP

Country

Telephone

Fax

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

NAME OF SOLE OR FIRST INVENTOR :

☐ A petition has been filed for this unsigned inventor

Given Name

(first and middle [if any]) Andrew J.

Family Name
or Surname

Prell

Inventor's
Signature

Date

4/6/01

Residence: City Louisville

State KY

Country US

Citizenship US

Mailing Address 7341 St. Andrews Church Road

Mailing Address Apt. 6

City Louisville

State KY

ZIP 40214

Country US

NAME OF SECOND INVENTOR:

☐ A petition has been filed for this unsigned inventor

Given Name

(first and middle [if any]) Igor N.

Family Name
or Surname

Livitz

Inventor's
Signature

Date

4-6-2001

Residence: City Louisville

State KY

Country US

Citizenship US

Mailing Address 11706 Hancock Trace Ct.

Mailing Address

City Louisville

State KY

ZIP 40245

Country US

☐ Additional inventors are being named on the _____ supplemental Additional Inventor(s) sheet(s) PTO/SB/02A attached hereto.

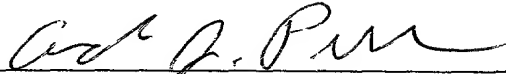
LENELL MACKALL, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

010714/0951 PAGE 2

any additional documents as deemed necessary by said **AGORA** to apply for or maintain patents or other legal protection for said Invention in any country of the world.

I hereby authorize and request the United States Commissioner of Patents and Trademarks to issue any Letters Patent granted upon said Invention set forth in said Application to said AGORA.

Executed this the 6th day of April, 2000, at Louisville, Kentucky.




Andrew J. Prell

STATE OF KENTUCKY)
) ss:
COUNTY OF JEFFERSON)

Before me personally appeared Andrew J. Prell, and acknowledged the foregoing instrument to be his free act and deed this 6th day of April, 2000.

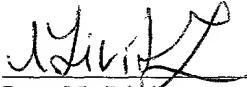
My Commission expires: January 9, 2004



James C. Eaves, Jr., Notary Public

(Seal)

Executed this the 6th day of April, 2000, at Louisville, Kentucky.

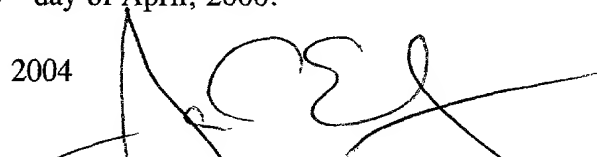


Igor N. Livitz

STATE OF KENTUCKY)
) ss:
COUNTY OF JEFFERSON)

Before me personally appeared Igor N. Livitz, and acknowledged the foregoing instrument to be his free act and deed this 6th day of April, 2000.

My Commission expires: January 9, 2004



James C. Eaves, Jr., Notary Public

(Seal)

OFFICER'S CERTIFICATE

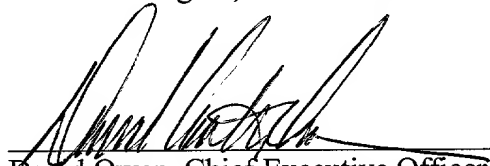
1. I, David Owen, hereby certify that I am the Interim Chief Executive Officer and President of Agora Interactive, Inc., a Kentucky corporation and debtor and debtor in possession ("Agora").

2. I further certify that the Agora's Board of Directors duly adopted the following resolutions at its meeting held on March 16, 2001:

RESOLVED, that David Owen, President and Chief Executive Officer of Agora, and other appropriate officers of Agora, are hereby authorized and directed on behalf of Agora to enter into a settlement agreement with Andrew J. Prell on terms not less favorable than the terms contained in the Settlement Agreement and Limited Mutual attached hereto.

3. These authorizing resolutions have not been amended or modified and remain in full force and effect.

IN WITNESS WHEREOF, David Owen, as the duly qualified and acting Interim Chief Executive Officer and President of Agora, has executed this Certificate as of the 6th day of April, 2001.



David Owen, Chief Executive Officer
And President

SETTLEMENT AGREEMENT AND LIMITED MUTUAL RELEASE

This is a Settlement Agreement and Limited Mutual Release (this "Agreement"), dated as of March 31, 2001, between **AGORA INTERACTIVE, INC., as Debtor and Debtor in Possession in the Bankruptcy Case** (defined below) ("**AGORA**") and **ANDREW J. PRELL ("PRELL")**.

Recitals

A. On November 13, 2000, Prell filed a Complaint (the "Complaint") in Jefferson County, Kentucky Circuit Court, styled *Andrew Prell v. Agora Interactive, Inc.*, Case No. 00-CI-07275 (the "Prell Lawsuit"). As provided therein, the Complaint generally asked for a declaration that Agora terminated Prell's employment without cause, a declaration that all rights in certain convergence technology of Agora belongs to Prell, breach of contract, money damages and the return of all of Prell's property in the possession of Agora. Prell's claims asserted in the Complaint are referenced herein as the "Prell Claims."

B. On December 15, 2000, Agora filed an Answer and Counterclaim (the "Answer and Counterclaim") in the Prell Lawsuit. As provided therein, the Answer and Counterclaim generally denied the Prell Claims, and generally asserted claims against Prell for breach of duty and loyalty to Agora, tortious interference with prospective business relationships, and malicious prosecution and abuse of process. The claims asserted in the Answer and Counterclaim are referenced herein as the "Agora Claims."

C. On December 19, 2000, Agora filed a bankruptcy petition in the United States Bankruptcy Court for the Western District of Kentucky, Louisville Division (the "Bankruptcy Court"), Case No. 00-36208, which is a Chapter 11 proceeding (the "Bankruptcy Case").

D. The pleadings in the Prell Lawsuit are incorporated herein by reference, as appropriate and/or necessary, for the purpose of releasing claims as provided in Section I of this Agreement.

NOW, THEREFORE, in consideration of the mutual exchange of promises, the parties, intending to be legally bound, agree as follows:

Terms

SECTION I – LIMITED RELEASE AND DISCHARGE

Subject to Section 2.3 below:

1.1 Agora Release. In consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, Agora, as Debtor and Debtor-in-Possession in the Bankruptcy Case (the "Agora Releasers"), hereby completely releases and forever discharges Prell, his predecessors, insurers and successors-in-interest, from

any and all past, present, and/or future claims, actions, causes of action, injuries, damages, and/or costs, and all other expenses or compensation of any nature whatsoever which the Agora Releasors now have or which in any way grow out of or may result from the Prell Lawsuit or the Agora Claims which were alleged in the Prell Lawsuit, including the matters which formed the basis of the Agora Claims.

1.2 Prell Release. In consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, Prell, on behalf of himself, his heirs and assigns (the "Prell Releasors") hereby completely releases and forever discharges Agora, its predecessors, insurers, parent and sister corporations, assigns, successors-in-interest, and its current attorneys, agents, officers, partners, directors and employees, from any and all past, present, and/or future claims, actions, causes of action, injuries, damages, and/or costs, and all other expenses or compensation of any nature whatsoever, which the Prell Releasors now have or which in any way grow out of or may result from the Prell Lawsuit or the Prell Claims which were alleged in the Prell Lawsuit, including the matters which formed the basis of the Prell Claims.

1.3 Dismissal of the Prell Lawsuit with Prejudice. Upon the execution of this Agreement, approval of the Bankruptcy Court, and satisfaction of the Conditions provided in Section 2.3 below, Prell and Agora shall cause its attorneys to execute and file a stipulation of dismissal of its claims in the Prell Lawsuit, such stipulation to be filed with prejudice, with each party to bear its own costs.

1.4 Only Limited Release. The Agora Releasors and the Prell Releasors acknowledge and agree that the limited release and discharge set forth above is a limited release of only the claims detailed in this Agreement and that they do not waive or assume the risk of releasing any other claims, including without limitation any claims the releasing party does not know or suspect exists, whether through ignorance, oversight, error, negligence, or otherwise.

1.5 Enforceability of Obligations Under this Agreement. Notwithstanding the parties' limited release and discharge as set forth above, no provision of this Agreement shall be construed as preventing either Prell or Agora from enforcing any obligation created by this Agreement.

SECTION II - CONSIDERATION FOR THE LIMITED RELEASE

In consideration of the mutual covenants and provisions set forth herein:

2.1 Certain Actions and Payments. From the date of this Agreement until the earlier of confirmation of a Plan of Reorganization or a Plan of Liquidation in the Bankruptcy Case, or the appointment of a Trustee in the Bankruptcy Case:

- (a) Prell will use his best efforts to assist Agora in completing the technology patent for the AGOS/ARKC software in order that the patent claim shall be appropriately completed and filed in all appropriate offices on or before April 7, 2001.

- (b) Agora and Prell will take all steps necessary to complete the filing of the patent for the AGOS/ARKC software so that the filed patent, for purposes of this Agreement and the settlement it evidences, lists Agora as owner and Prell as temporary/conditional equal co-owner for a limited period of time; that period being the time from the filing of the patent until such time as the Bankruptcy Court has confirmed a Chapter 11 bankruptcy plan of reorganization that contains elements described in Section 2.2 of this Agreement, with Agora as the plan proponent (an "Agora Proposed Plan") and the order of confirmation for such Agora Proposed Plan has become final and non-appealable. Simultaneous with entering into this Agreement, Prell will execute an unconditional assignment of his rights to all intellectual property, technology and other rights in connection with Agora's AGOS/ARKC software, including without limitation all intellectual property rights, patents, patent applications and patentable inventions, to be held in escrow by a third party acceptable to Agora and Prell, until confirmation by the Bankruptcy Court of an Agora Proposed Plan.
- (c) Prell will use his best efforts to negotiate the execution and delivery, on terms satisfactory to Agora and its bankruptcy counsel, of the three proposed contracts with Compaq that have been brought to Agora through Prell's efforts and Prell will use his best efforts to oversee Agora's performance of those contracts. Prell has represented to Agora, and Prell reiterates that representation, which is material to Agora's decision to enter into this Agreement, that Compaq has stated that it is unwilling to enter into those three proposed contracts with Agora until Prell and Agora have settled the Prell Claims and the Agora Claims asserted in the Prell Lawsuit.
- (d) Prell shall receive for his post-petition services described in sub-Section (a) through (c) above and his commissions on products sold (at 5% of total sales) payment equal to an aggregate of \$200,000. The first \$100,000 will be payable in a lump sum upon the earlier of (i) when the gross revenues that Agora receives after confirmation of an Agora Proposed Plan equal or exceed \$600,000 or (ii) liquidation of Agora or (iii) the appointment of a trustee in bankruptcy for Agora. The remaining amount (that is, the second \$100,000) would be payable periodically as they are earned, from and after the time the gross sales of products after confirmation exceeds \$2,000,000, until those gross sales reach \$4,000,000. Agora agrees to include in any Agora Proposed Plan that the payment shall be entitled to administrative priority treatment, and that the payment will be paid on the same terms as claims of other post-petition, administrative priority creditors.
- (e) Agora and Prell agree to include in any Agora Proposed Plan a Bankruptcy Court appointed five (5) member board that shall remain in office until the 2003 annual meeting of shareholders. That board would initially consist of Prell, David Owen and Tommy Bennett; the two additional members would be elected/appointed by investors who invest new money of no less than \$1,250,000 per seat, in the aggregate. That Board could be reconfigured upon a successful IPO for Agora and/or investment of \$15,000,000 or more in equity.

2.2. Certain Rights After Plan Confirmation. Upon Confirmation of an Agora Proposed Plan by the Bankruptcy Court:

- (a) Prell will receive up to 25% of the authorized shares (that is, 500,000 shares in the aggregate) of a newly created Agora Series B Preferred stock upon, and conditioned upon the happening of, the certain events. That Agora Series B Preferred stock shall have rights and preferences as set out in Schedule 1 to this Agreement. The number of shares that Prell will receive, and the events upon which he would receive them after confirmation of an Agora Proposed Plan, are:
- (i) Prell would receive 5% (that is, 100,000 shares) of the Agora Series B Preferred stock upon Agora's receipt of an aggregate of \$3,000,000 of revenue through Prell's efforts after the date of confirmation of the Agora Proposed Plan.
 - (ii) Prell would receive 5% (that is, 100,000 shares) of the Agora Series B Preferred stock upon completing the AGOS/ARKC patent - 2.5% (that is, 50,000 shares) on proper, complete and timely filing of the patent in all appropriate offices, and 2.5% (that is, 50,000 shares) on issuance by the United States Patent and Trademark Office.
 - (iii) Prell would receive 5% (that is, 100,000 shares) of the Agora Series B Preferred stock upon the successful sale of \$100,000 or more in value of Computer Associates, Inc., power units and Agora's receipt of those sale proceeds.
 - (iv) Prell would receive 5% (that is, 100,000 shares) of the Agora Series B Preferred stock upon completing the Power Control Unit and Keyboard Block patents – of which he would receive 2.5% (that is, 50,000 shares) on proper, complete and timely filing of those patents in all appropriate offices, and 2.5% (that is, 50,000 shares) on issuance by the United States Patent and Trademark Office of the appropriate patents.
 - (v) Prell would receive 5% (that is, 100,000 shares) upon Agora's successful completion of Chapter 11 reorganization, defined as Agora operating successfully for 6 months after the date of confirmation of an Agora Proposed Plan or December 31st 2001, which ever comes first, with Agora as a going concern, with employees, and not in Bankruptcy.
- (b) Concurrent with each issuance of Agora Series B Preferred stock under and pursuant to Section 2.2(a) of this Agreement, Prell will relinquish and Agora will cancel a number of shares of Agora's common capital stock owned and/or held, directly or indirectly, by Prell which bears the same proportion to all of the Agora common stock then owned and/or held by Prell, directly or indirectly, as that particular issuance of Agora Series B Preferred stock bears to all of the Series B Preferred stock that Prell would be entitled to receive under and pursuant to

Section 2.2(a) of this Agreement if all events that would entitle him to receive Agora Series B Preferred stock under that Section actually occurred.

2.3 Conditions to Effectiveness and Enforceability of the Settlement and this Agreement. All aspects of the settlement between Prell and Agora, and the enforceability of this Agreement by or against Prell and/or Agora, are conditioned upon and subject to approval by the Bankruptcy Court of this Agreement and the settlement it evidences by final, nonappealable orders of the Bankruptcy Court in the Bankruptcy Case pursuant to procedures satisfactory to Agora and its bankruptcy counsel. Sections 2.1(a) and (b) of this Agreement will become effective and enforceable immediately upon the Bankruptcy Court's final nonappealable order approving this Agreement; all other sections, aspects and provisions of this Agreement will become effective and enforceable only upon this Bankruptcy Court's confirmation of a Plan of Reorganization with Agora as Plan Proponent (all of the conditions in this Section 2.3, the "Conditions").

SECTION III - CONSTRUCTION OF AGREEMENT

3.1 No Admissions. This Agreement is intended to be and is an accommodation between the Parties hereto and shall not be construed as an admission of liability in the Action, nor shall it be construed as a waiver, modification or retraction of the positions of the parties with respect to their rights and obligations resulting from the Prell Lawsuit.

3.2 Informed Negotiations. This Agreement is the product of informed negotiations and involves a compromise of the parties' previously stated legal positions. Accordingly, this Agreement does not reflect upon the parties' views as to their rights and obligations with respect to matters or persons outside the scope of this Agreement.

3.3 Not Introduceable in Evidence. This Agreement has been entered into in part in reliance upon the provisions of Rule 408 of the Rules of Evidence and similar state law provisions that preclude the introduction of evidence regarding settlement negotiations or agreements.

SECTION IV - ATTORNEY'S FEES

Each party shall bear its own attorney's fees and costs.

SECTION V - APPLICATION OF THIS AGREEMENT ONLY TO THE PARTIES

This Agreement is intended to confer rights and benefits only on the parties hereto. No person other than the parties, their successors and assigns, and the persons or entities named in Sections 1.1 and 1.2 of this Agreement shall have any legally enforceable rights under this Agreement.

SECTION VI - ENTIRE AGREEMENT; MODIFICATION

6.1 Entire Agreement. This Agreement is the complete, entire and exclusive agreement of the parties with respect to its subject matter and may not be modified, changed, contradicted, added to or altered in any way by any previous or concurrent written or oral agreements or any subsequent oral agreements.

6.2 No Oral Modifications. No change or modification of this Agreement shall be valid unless it is contained in writing and signed by Prell and Agora.

SECTION VII - AUTHORIZATION

Prell and Agora each represents and warrants that the individual signing the Agreement on behalf of such party is duly authorized to enter into this Agreement and to execute and legally bind such party to it. Agora further represents and warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of Kentucky; that it is a debtor and debtor-in-possession in the Bankruptcy Case and that it has taken and will take all necessary corporate and legal actions to duly approve the making and performance of this Agreement and that no further corporate or other approval is necessary; and that the making and performance of this Agreement will not violate any provision of law or of their respective articles of incorporation or by-laws. Prell acknowledges that all of Agora's obligations under this Agreement are conditioned upon and subject to consideration and approval of this Agreement by the Bankruptcy Court.

SECTION VIII - ADVICE OF COUNSEL

The Parties represent and warrant that in making this Agreement they have obtained the advice of legal counsel and that there shall not be a presumption or construction against any signatory hereto based upon draftsmanship. The signatories further represent and warrant that they have read this Agreement and know the contents thereof; that the terms hereof are contractual and not by way of recital; and that they have signed this Agreement of their own free will.

SECTION IX - MULTIPLE COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms thereof to produce or account for more than one of such counterparts.

SECTION X - HEADINGS

The headings throughout this Agreement are designed for reference purposes only and are not part of the Agreement.

[illegible]

SECTION XII - ADDITIONAL DOCUMENTS

Each party hereby acknowledges and represents that it has carefully read all of the foregoing, and understands all of the terms and conditions contained herein, and acknowledges and understands that this Agreement releases claims against the other Parties.

AGORA INTERACTIVE, INC.

By: _____

Title:

Date: _____

COMMONWEALTH OF KENTUCKY)
) ss:
COUNTY OF JEFFERSON)

The foregoing Agreement was signed and acknowledged before me by _____ as _____ of Agora Interactive, Inc., on behalf of the corporation, on April _____, 2001.

Notary Public

My commission expires: _____

ANDREW J. PRELL

COMMONWEALTH OF KENTUCKY)
) ss:
COUNTY OF JEFFERSON)

The foregoing Agreement was signed and acknowledged before me by Andrew J. Prell on April ___, 2001.

Notary Public

My commission expires: _____

LOUIMDMS/35182.3

**PRELL ASSIGNMENT -
AGREEMENT 2 REGARDING OWNERSHIP RIGHTS IN INTELLECTUAL
PROPERTY, INCLUDING CERTAIN INVENTIONS AND PATENTS**

Whereas, Andrew J. Prell ("Prell"), of 7341 St. Andrews Church Road, Apt. 6, County of Jefferson, Louisville, Kentucky 40214, and Igor N. Livitz ("Livitz"), formerly of 3003 Tree Lane, D20, County of Jefferson, Louisville, Kentucky 40299 and now of 11706 Hancock Trace Court, County of Jefferson, Louisville, Kentucky 40245, invented certain improvements in a METHOD FOR MANAGING THE SIMULTANEOUS UTILIZATION OF DIVERSE REAL-TIME COLLABORATIVE SOFTWARE APPLICATIONS ("Invention") and filed U.S. provisional patent application number 60/196,021 therefor ("Provisional Application"), the Provisional Application having a filing date of April 7, 2000.

Whereas, by an "Assignment of Invention and of Letters Patent" ("Initial Assignment") executed on April 6, 2000 at Louisville, Kentucky by Prell and Livitz, Prell and Livitz assigned rights to AGORA INTERACTIVE, INC., of 629 Fourth Avenue, 4th Floor, Louisville, Kentucky, 40202, a Kentucky corporation (including its successors and assigns) ("Agora"), a copy of the three page Initial Assignment with two page Recordation Form Cover Sheet having been recorded in the United States Patent and Trademark Office ("USPTO") on April 7, 2000 at Reel 010714, frame 0951; a copy of the three page Initial Assignment with two page Recordation Form Cover Sheet and two page Notice of Recordation of Assignment Document being attached hereto and incorporated herein by reference.

Whereas, on December 19, 2000, Agora filed a bankruptcy petition in the United States Bankruptcy Court for the Western District of Kentucky, Louisville Division, Case No.

00-36208, which is a Chapter 11 proceeding assigned to Judge David T. Stosberg
("Bankruptcy Case").

Whereas, Agora and Prell on April 6, 2001 executed "Agreement 1 Regarding
Ownership Rights In Intellectual Property, Including Certain Inventions And Patents"
("Agreement 1"), Agreement 1 being incorporated herein by reference, Agreement 1 having
been recorded on _____ at reel _____, frame _____.

Whereas, in said Agreement 1, Agora, as the then current owner by the Initial
Assignment of the entire right, title and interest in said Provisional Application and in said
Invention, assigned to Prell joint ownership rights as a temporary/conditional equal co-owner
for a limited period of time, subject to conditions specified therein.

Whereas, on April 6, 2001, an application for patent is being made with the USPTO
under 35 U.S.C. § 111(a) for the Invention, claiming benefit of the Provisional Application,
the application having application serial number _____ (US Non-provisional
Application").

Whereas, on April 6, 2001, an international patent application under the Patent
Cooperation Treaty ("PCT") for the Invention is being made with the USPTO as the PCT
Receiving Office, this application designating all PCT contracting states except the United
States, this application claiming benefit of the Provisional Application, the application having
application serial number _____ ("PCT Application").

Whereas, Agora and Prell also refer to the Invention as related to the AGOS/ARKC
software.

Now, therefore, as all conditions of Agreement 1 have been met, Prell and Agora state as follows:

a. For good and valuable consideration, the receipt of which is hereby acknowledged, Prell hereby executes this unconditional assignment selling, assigning and transferring unto said Agora Prell's entire right, title, and interest to all intellectual property, technology and other rights in connection with Agora's AGOS/ARKC software, including without limitation all intellectual property rights, patents, patent applications, patentable inventions, the US Non-Provisional Application and the PCT Application, and the right to bring actions for prior acts of infringement. Further, this unconditional assignment by Prell includes rights of priority under the International Convention of Paris (1883) as amended and the entire right, title, and interest in and to any and all patent applications, patents, continuations, continuations-in-part, divisionals, and reissues based thereon which may be filed or granted therefor in the United States or any foreign country.

b. Prell also agrees that Agora may apply for foreign Letters Patent on said Invention, and Prell agrees to cooperate with said Agora and to execute without additional consideration any additional documents as deemed necessary by said Agora to apply for or maintain patents or other legal protection for said Invention in any country of the world.

c. Prell hereby authorize and request the United States Commissioner of Patents and Trademarks, as well as the appropriate equivalent foreign patent offices, to issue any Patent granted upon said Invention to said Agora.

d. Agora and Prell agree and hereby appoint the patent attorneys at Greenebaum Doll & McDonald PLLC to enter patent application numbers and recordation information above, once that information becomes known.

e. Prell and Agora agree and understand that this document is to be submitted to the USPTO for recordation.

Executed this the 6th day of April, 2001, at Louisville, Kentucky.

Andrew J. Prell

STATE OF KENTUCKY)
) ss:
COUNTY OF JEFFERSON)

Before me personally appeared Andrew J. Prell, and acknowledged the foregoing instrument to be his free act and deed this 6th day of April, 2001.

My Commission expires: January 9, 2004

James C. Eaves, Jr., Notary Public

(Seal)

Executed this the 6th day of April, 2001, at Louisville, Kentucky.

David Owen, Interim President and
Chief Executive Officer
Agora Interactive, Inc.

[illegible]

Before me personally appeared David Owen as Interim President and Chief Executive Officer of Agora Interactive, Inc., and acknowledged the foregoing instrument to be his free act and deed this 6th day of April, 2001.

My Commission expires: January 9, 2004

James C. Eaves, Jr., Notary Public

(Seal)